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**UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK**

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	:	Chapter 11
In re:	:	
	:	Case No. 09-50026 (REG)
General Motors Corp., et al.,	:	
	:	(Jointly Administered)
Debtors.	:	
-----X	:	

**IEE SENSING, INC.'S OBJECTION TO THE NOTICE OF DEBTORS' INTENT TO
ASSUME AND ASSIGN CERTAIN EXECUTORY CONTRACTS, UNEXPIRED
LEASES OF PERSONAL PROPERTY, AND UNEXPIRED LEASES
OF NONRESIDENTIAL REAL PROPERTY**

IEE Sensing, Inc., ("IEE") by its undersigned counsel, hereby objects ("Objection") to the Notice of Debtors' Intent to Assume and Assign Certain Executory Contracts, Unexpired Leases of Personal Property, and Unexpired Leases of Nonresidential Real Property ("Assignment Notice"). IEE objects to the Assignment Notice because it does not accurately state the Cure Costs due to IEE. In further support of its Objection, IEE states:

1. On or about June 15, 2009, Debtors issued the Assignment Notice. The Assignment Notice directed the recipient to view on Debtors' dedicated website the proposed cure amount for the contracts to be assumed and assigned. The Assignment Notice did not, however, provide IEE with a user name and password to access the information contained on the website. *See* Exhibit A. Accordingly, IEE was unable to access the website to view the proposed cure amount for the contracts to be assumed and assigned.

2. On or about June 29, 2009, Debtors issued a Second Assignment Notice (“Second Notice”) to IEE. The Second Notice provided IEE with a user name and password to view on Debtors’ dedicated website the proposed cure amount for the contracts to be assumed and assigned. *See* Exhibit B. IEE was then able, for the first time, to access the website to view the proposed cure amount for the contracts to be assumed and assigned.

3. Pursuant to the Assignment Notice, Second Notice and the information provided by Debtors’ dedicated website, IEE is a party to Designated Agreements proposed to be assigned and assumed. The purported Cure Costs owing to IEE as a result of services provided to Debtors by IEE pursuant to the Designated Agreements is \$72,600.00.

4. According to IEE’s books and records, Debtors actually owe IEE an additional \$91,800.00, for a total of \$164,400.00 in Cure Costs. *See* Exhibit C.

5. The IEE Designated Agreements cannot be assumed without concurrent cure of all amounts owing to IEE under such Agreements. Section 365(b) of the Bankruptcy Code requires a debtor to fully cure pre-petition defaults before assuming an executory contract.

6. Therefore, Debtors must pay IEE the cure amount of \$164,400.00 in order to assume and assign the IEE Designated Agreements.

7. IEE reserves the right to amend, supplement or otherwise modify this Objection and all exhibits hereto as necessary and proper, and to raise such other and further objections to any proposed assumption and assignment, and/or the Cure Costs, with respect to the proposed assumption and assignment of the IEE Designated Agreements.

WHEREFORE, IEE respectfully requests that the Court enter an Order (i) sustaining this Objection, (ii) requiring Debtors to pay to IEE Cure Costs in the amount of \$164,400.00 if they

wish to assume and assign the IEE Designated Agreements and (iii) granting other such relief as deemed appropriate.

Respectfully submitted,

BUSH SEYFERTH & PAIGE PLLC
Attorneys for IEE Sensing, Inc.

Dated: July 6, 2009

By: /s/ Jonathan R. Schulz
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